

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

First Midwest Equipment Finance Co. f/k/a)	
National Machine Tool Finance Corporation,)	
)	No.
Plaintiff,)	
)	
v.)	
)	
Royal T. Energy, LLC and Otila Salinas)	
)	
Defendants.)	

COMPLAINT

Now comes plaintiff, First Midwest Equipment Finance Co. f/k/a National Machine Tool Finance Corporation (“Plaintiff”), by and through its attorneys, Ashen | Faulkner, and for its Complaint against Royal T. Energy, LLC and Otila Salinas, states as follows:

JURISDICTION AND VENUE

1. This Court has original subject matter jurisdiction in the above-captioned case pursuant to 28 U.S.C. 1332 because the matter in controversy is between citizens of different states and the damages claimed exceeds \$75,000.00, exclusive of interests and costs.
2. This Court has personal jurisdiction over each Defendant pursuant to 735 ILCS 5/2-209(a) and (b).
3. Venue is proper in this district pursuant to 28 U.S.C. 1391(b).

THE PARTIES

4. First Midwest Equipment Finance Co. f/k/a National Machine Tool Finance Corporation (“Midwest”) is an Illinois Corporation with its principal place of business in Elk Grove Village, Illinois.
5. Royal T. Energy, LLC (“Royal T”) is a Texas Limited Liability Company with its principal place of business in Houston, Texas. The sole Member of Royal T is Otila Salinas.

6. Otila Salinas (“Salinas”) is an individual, and a citizen of the State of Texas.

COUNT I: BREACH OF MASTER LOAN AND SECURITY AGREEMENT

7. Plaintiff re-alleges and re-states paragraphs 1 through 6 of the Complaint as paragraph 7 of Count I.

8. On or about September 11, 2014, Royal T entered into that certain Master Loan and Security Agreement No. 19355 and Loan Schedule 19355-001 (Collectively, the “Agreement”), whereby Midwest agreed to lend the sum of \$367,834.50 to Royal T. A true and correct copy of the Agreement is attached hereto as “**Exhibit A.**”

9. The Agreement, including the terms contained there, constitutes a valid and enforceable contract between Royal T and Midwest.

10. The Agreement provides for 48 installment payments, payable monthly, in the amount of \$9,206.06 (“Payment”).

11. Under paragraph 6 of the Master Loan and Security Agreement No. 19355, failing to make a Payment when due constitutes an event of default.

12. Royal T defaulted on the Agreement by failing to make payments when due.

13. Under paragraph 7 of the Master Loan and Security Agreement No. 19355, after an event of default, Midwest is permitted to immediately declare all sums due and payable.

14. Post default amounts bear interest at a rate of 18% per annum.

15. Midwest has performed all of its obligations under the Agreement.

16. As a result of Royal T’s default on the Agreement, as of October 25 2016, there remains due and owing \$285,387.86, plus late fees of \$7,684.80. Royal T also remains liable for additional late charges, interest, attorneys’ fees and costs incurred in enforcing the Agreement.

17. Although demand was made on Royal T to pay the sums due and owing under the Agreement, Royal T has failed and refused to pay said amount.

WHEREFORE, the Plaintiff, First Midwest Equipment Finance Co. f/k/a National Machine Tool Finance Corporation, prays for Judgment against Royal T. Energy, LLC, in the sum of \$285,387.86, plus late fees of \$7,684.80, plus additional late charges, interest, attorneys' fees and costs that have accrued and continue to accrue and any other relief this Court deems just and reasonable.

COUNT II: BREACH OF GUARANTY

18. Plaintiff re-alleges and re-states paragraphs 1 through 17 of the Complaint as paragraph 18 of Count II.

19. To induce Midwest to enter into the Agreement with Royal T, Salinas agreed to personally guaranty the payment and performance of the obligations under the Agreement and signed that certain Continuing Guaranty ("Guaranty"). A true and correct copy of the Guaranty is hereto as "**Exhibit B.**"

20. Under the Guaranty, Salinas guaranteed prompt payment of all indebtedness in connection with the Agreement. *See* "Exhibit B."

21. Midwest has performed all of its obligations under the Guaranty.

22. As a result of Royal T's default on the Agreement, as of October 25 2016, there remains due and owing \$285,387.86, plus late fees of \$7,684.80, and pursuant to the Guaranty, Salinas is liable for the same.

23. Salinas also remains liable for additional late charges, interest, attorneys' fees and costs incurred in enforcing the Agreement.

24. Although demand was made on Salinas to pay the sums due and owing, Salinas has failed and refused to pay said amount, Salinas is therefore in default of the Guaranty.

WHEREFORE, the Plaintiff, First Midwest Equipment Finance Co. f/k/a National Machine Tool Finance Corporation, prays for Judgment against Otila Salinas, in the sum of \$285,387.86, plus late fees of \$7,684.80, plus additional late charges, interest, attorneys' fees and costs that have accrued and continue to accrue and any other relief this Court deems just and reasonable.

Dated: November 11, 2016

Respectfully submitted,

ASHEN | FAULKNER

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